

**PowerBuilder Development and Support Services
RFP # 317.03-111**

**Responses to Written Comments
RFP Amendment 1**

Item #	Question	Response
	Note: in the questions that follow, any vendor's restatement of the text of the PowerBuilder Development and Support Services Request for Proposals (RFP) is for reference purposes only and shall not be construed to change the original RFP wording.	
1.	<p>I'd like to propose the following revision to the RFP Schedule of Events:</p> <p>Written Comments Deadline: 12/10 (instead of 12/15) State Responds to Written Comments: 12/17 (instead of 12/22)</p> <p>The reason for my request is that based on the current RFP schedule of events, and considering a typical holiday schedule, we'll only have 3 business days to complete our proposal following the receipt of the State's response to written comments on the 22nd. (Considering that it is typical to take off December 25th through January 1st for the holidays and related travel.) Moving up the written comments deadlines will provide us with 3 additional critical business days to prepare a quality proposal for submission.</p> <p>If this schedule change can't be made, we will certainly move forward with our best efforts to produce a winning proposal, but I thought I'd ask just in case it could be done.</p>	As the vendors already know, the State did not change any of the deadlines associated with written comments. However, the State will extend the Proposal Deadline, as described in Item #23, below.
2.	Please provide a copy of the State Technical Architecture as stated in Section 1.1.3.	The State will provide this upon receiving a written request (an email will suffice) from the vendor.
3.	Will the awarded vendors support all State of TN agencies?	All State of Tennessee agencies <u>may</u> use these contracts. However, this is no guarantee that all, or any, agencies will use the contracts.
4.	Is the purpose of this RFP for staff augmentation services only OR does the RFP include fixed price IT application outsourcing?	Staff augmentation only.
5.	Are their [sic] incumbent vendors who are currently providing similar services?	Yes. For a list of current vendors, see Item #20, below.
6.	If incumbent vendors exist, will these vendors be allowed to bid on this RFP?	Yes.
7.	If incumbent vendors exist, is the State satisfied with the incumbent vendors performance?	The State does not believe it is appropriate or relevant, in this regard, to comment on the performance of current vendors.
8.	The RFP requires that the vendor provide one or more	The State does not have a preference. However, the

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	dedicated Account Manager to service this account. Does the State of TN have a preference if the vendor Account Manager is located in Nashville, TN?	vendors must be prepared to provide the level of service required of the Account Managers. These requirements include, but are not limited to, monitoring project work, resolving issues, and signing timesheets, as described in <i>pro forma</i> Contract Sections A.5 and E.12. These tasks may require that Account Managers be present at State Facilities from time to time. Time sheet signatures can probably be handled through Fax unless there are a large number of contractor personnel involved.
9.	Section 4.10 states the State must provide prior written approval for contractor personnel to work more that 37.5 hours. Most of our clients allow contractor personnel to work normal 40-hour workweeks. From a costing perspective, should we assume that if awarded, our personnel would be only allowed to work 37.5 hours per week?	The requirements remain as specified in RFP Section 4.10. If there are occasions where contractors are required to work in excess of 37.5 hours per week, prior approval by the State is required.
10.	Will the State of TN pay 1.5 times the agreed upon billing rate for OT hours (hours worked above 37.5 per week)?	No. The hourly rate for overtime hours will be the same as the standard hourly rate.
11.	Please provide a copy of the State of TN holiday schedule for 2004. If one is not available, please provide State of TN holiday schedule for 2003.	<p>The schedule for 2004 is not yet available. The Schedule for 2003 is as follows:</p> <p>January 1 – New Years Day January 20 – Martin Luther King, Jr. Day February 17 – Washington Day April 18 – Good Friday May 26 – Memorial or Decoration Day July 4 – Independence Day September 1 – Labor Day November 11 – Veteran’s Day November 27 & 28 – Thanksgiving (the Governor may substitute the day after Thanksgiving for Columbus Day, which he did) December 24, 25, & 26 – Christmas</p>
12.	Attachment 6.3 A.2 Financial Stability. The RFP asks for letters from a current bank and current vendors we do business with. Will the State of TN accept financial statements for past 3 years that demonstrate financial stability in lie [sic] of letters stated in A.2?	No.
13.	<p>Attachment 6.4 Cost Proposal –</p> <p>a. Is the vendor to propose a NOT TO EXCEED hourly rate in the “Proposed Cost” box for each Cost Item Description for Year One and Year Two?</p> <p>b. Can the vendor propose an hourly rate range in the Proposed Cost box?</p> <p>[c] Please confirm that vendor’s cost proposal is based on job classifications described in Attachment 6.1.A.2 Job Classifications?</p>	<p>a. Yes. On RFP Attachment 6.4, in the columns labeled “Year 1” and “Year 2,” the vendor shall propose an hourly rate for each Job Classification (Cost Item Description). The hourly rates proposed in response to RFP Attachment 6.4 are “not to exceed” rates. The vendor <u>must</u> propose an hourly rate for both years, and for all Job Classifications. See RFP Amendment 1, below, for amended RFP Section 3.3.2.</p> <p>See <i>pro forma</i> Contract Section A.11.b.ii for a description of how these ceiling rates will apply to subsequent Statement of Work Project Offers. See also <i>pro forma</i> Contract Section C.3, first paragraph after the Service Rate list.</p>

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		<p>b. No. The vendor may not propose a “range” of rates. The vendor must propose a single rate for each year, for each Job Classification. The vendor must propose six (6) rates.</p> <p>[c] The Proposer must read the entirety of the RFP, including the <i>pro forma</i> Contract, State Responses to Written Comments, and any Amendments prior to formulating its Cost Proposal response. As stated in RFP Section 4.2, “Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.”</p>
14.	[a] Is this a new contract or a renewal contract? [b] Incumbents?	<p>[a] New contract.</p> <p>[b] See Item #20, below.</p>
15.	Number of Heads historically that have supported power builder in the state?	See Item #20, below.
16.	Historical spend on power builder in the state?	The vendor should be able to arrive at a reasonable yearly estimate based on the figures given in response to Item #20 below.
17.	Why is this going through the RFP process rather than ITPRO?	The ITPRO process has consistently failed to provide the level of PowerBuilder expertise that the State requires from time to time.
18.	It is not clear to us whether we can submit clarifications, objections, or exceptions to any of the contract terms and conditions of the RFP.	See RFP Section 4.1.
19.	Who is the current vendor providing PowerBuilder personnel?	See Item #20, below.
20.	Can the state provide some historical information? e.g. number and job classifications of contractors utilized under current contract and their billing rates. (This historical information was disclosed last year to all potential bidders for RFP 317.03.081 - Information Technology Professional Services.)	<p>During calendar year 2003 the approximate PowerBuilder Support numbers are as follows (job class and hourly rate):</p> <p>Prog Analyst-Client Serv/Micro -- \$43.87 Prog Analyst-Client Serv/Micro -- \$43.87 Adv Prog Analyst-Client Serv/Micro -- \$50.75 Adv Prog Analyst-Client Serv/Micro -- \$52.27 PowerBuilder Programmer -- \$72.00 PowerBuilder Programmer -- \$72.00 PowerBuilder Programmer -- \$85.00 PowerBuilder Programmer -- \$95.00</p> <p>This yields a total of approximately eight (8) contractor personnel providing PowerBuilder support services.</p> <p>The services were provided by the following vendors: TEK Systems, SCB Computer Technology, Digital Fusion Solutions, and Technology Consulting.</p> <p>In order to compile the above list, agencies known to use PowerBuilder services were contacted. However, the State <u>cannot</u> guarantee that the above list is complete and represents all PowerBuilder services used throughout</p>

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		State government.
21.	Would the State explain what type of "additional" services it might be referring to under 4.5 - Proposal of Additional Services?	The State does not have any particular services in mind, and cannot predict what these might be.
22.	[Vendor name deleted] would like to request a copy of subject architecture document in support of RFP No. 317.03-111.	See Item #2, above.
23.	Based on the State's procurement schedule woven between Christmas and New Years, and our company's shutdown during that period, would the State consider extending the deadline date one week to Jan. 12?	The State is amending the RFP Schedule of Events to grant an extension of the "Proposal Deadline." <u>The new Proposal Deadline is 2:00 PM; 1/12/2004.</u> See RFP Amendment 1, below, for the amended RFP Schedule.
24.	There are several places in RFP that could be construed as payment out-clauses as follows: [a] A.12.a: Does the State agree that liability for cost or damages is not related to dissatisfaction with services? For example, if the State is not satisfied with the Work Product from the Services and one of our personnel falls and injures themselves in a State facility, what is the financial connection? Would the State consider clarifying and rewording this section of the RFP? [b] <u>Section C.1 Maximum Liability</u> – Request the first sentence in this Section to be clarified to read as: The maximum dollars authorized under this Agreement are \$XXXX. [c] <u>Section D.3 Termination for Convenience</u> –Under what conditions would the State grant the vendor the right to terminate the agreement. [d] <u>Section D.4 Termination for Cause</u> – We believe it is the state's intent to cap the total dollar amount to be spent under this agreement and not disclaim other liability. If so, will the State entertain any limits of liability of the vendor?	[a] No. <i>Pro forma</i> Contract A.12.a will remain as written. [b] The State will not make the requested change. [c] The termination clause in Section D.3 is unilateral. [d] The State does not accept the vendor's interpretation. Section D.4 remains as written. However, the State agrees to limit the liability of the contractor as specified in Item #4 of RFP Amendment 1, below.
25.	Section A.15: Does first sentence mean that we cannot solicit staff from other State projects or from other companies working on State projects?	Yes.
26.	Upon the award of this new contract, will any of the current State of Tennessee PowerBuilder and EAServer/Jaguar contractor positions be converted to this new contract?	The State cannot make predictions about the future of PowerBuilder contractor personnel who are now assigned here.
27.	Is the state planning to acquire PowerBuilder and EAServer resources by issuing SOWs to both the IT Pro and PBS contracts?	The State reserves the right to use ITPRO, the contract resulting from this procurement, or any other future contracts to acquire PowerBuilder and related services. See also <i>pro forma</i> Contract Section A.7.
28.	During the contract period, is the contractor's Account Manager expected to be onsite on regular intervals or for monthly meetings, or will onsite visits be handled case by case?	See Item #8 above.

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29.	Can the deadline for proposal submission be delayed to Friday, January 9th?	See Item #23, above.
30.	In the PowerBuilder Developer 1 and 2 job Classifications, [a] does the amount of specific CTS Jaguar 4.2 experience have to equal the amount of overall experience listed - 2 to 5 years and 6 or more years, respectively? [b] Or can it be less, as long as the developer has worked with PowerBuilder for a minimum of 2 to 5 years and 6 or more years, respectively?	[a] No. [b] Yes. However, the individual Statement of Work (SOW) may specify a minimum experience level within the requested Job Classification.
31.	In the job classifications, can experience with another enterprise relational database management system, such as Sybase Adaptive Server Enterprise or Microsoft SQL Server, be substituted for the required "Oracle Database 8i, or later" experience?	No.
32.	May I now request documentation on the State's Technical Architecture? If not, I can include as one of my questions. Please advise. Thank you.	See Item #2, above.
33.	How many current contract positions does the State have booked in all departments covered by this agreement in FY 2003?	See Item #20, above.
34.	Will these contracts be eliminated and/or turned-over to contracted vendors once the new ITPRO contract for PowerBuilder services takes effect?	This is possible, but the State has no immediate plans to do so.
35.	What is the anticipated average length of engagement for this contract?	See <i>pro forma</i> Contract Section A.11.a, first paragraph.
36.	Does the State have any formal analytics or projections concerning the need for PowerBuilder and EAServer contract personnel during the term of this agreement?	No.
37.	Will the State issue blanket approvals for weeks in excess of 37.5 hours, or do these approvals need to be granted on a weekly basis?	Either scenario is possible.
38.	May we request a copy of the State Technical Architecture documentation directly?	See Item #2, above.
39.	If a contractor has no personnel placed pursuant to SOWs issued by the State, although they have submitted candidates that meet the minimum requirements for each SOW job requirement, will the State re-evaluate contractor status and possibly terminate the contract?	See <i>pro forma</i> Contract Section A.14.
40.	Are contractors able to substitute MORE qualified candidates, due to contractor staffing requirements, for a SOW requesting a lower qualification?	Yes. However, the hourly rate paid may not exceed the level of the lower qualification.
41.	This communication is regarding RFP 311.03 - 111 [RFP number should be 317.03-111] for PowerBuilder and EAS administrator resources. We have gone thru all 54 pages of the RFP that we had downloaded from yr. site. However we were not able to get the	See <i>pro forma</i> Contract Section A.2. If any vendor believes that they have encountered missing information or a have problems accessing RFP 317.03-111, the vendor should contact the RFP Coordinator at the

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	<p>specification/classification details of Powerbuilder Developer I, Powerbuilder developer II and EAS Server Administrator.</p> <p>Kindly let us know how to get the exact specification / skill set / experience levels that you need in your project.</p>	<p>address given in RFP Section 3.1.</p>

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RFP Amendment 1

1. Delete RFP Section 3.3.2 in its entirety, and replace it with the following:
 - 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide. In each of the "Proposed Cost" columns, labeled "Year 1" and "Year 2," the Proposer shall enter an hourly rate for each Job Classification, for each year. The hourly rates so proposed are "ceiling" rates. Once awards under this procurement have been made, the Contractors may propose Project Offer hourly rates up to, but not exceeding, the rates that they originally proposed in response to RFP Attachment 6.4. (See pro forma contract Sections A.11.b.ii and C.3 for additional information on ceiling rates and Project Offers.)
2. Delete pro forma Contract Section A.1 in its entirety and replace it with the following:
 - A.1. General Scope. The Contractor is to provide the State with PowerBuilder support (PBS) services as set forth in this Scope of Services and the State's Request for Proposal number 317.03-111 (hereinafter referred to as the "RFP"), issued on December 1, 2003, which is incorporated herein and made a part of this Contract.
3. Delete pro forma Contract Section B.1 in its entirety and replace it with the following:
 - B.1. Contract Term. This Contract shall be effective for the period commencing on February 17, 2004 and ending on February 16, 2006. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
4. Add the following as pro forma Contract Section E.21:
 - E.21. Contractor Limitation of Liability. The Contractor's liability on damages for negligence shall be limited to two times the maximum liability of this Contract, as stated in Section C.1. The limitation of liability as set forth in this section does not apply to liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct. The State will not indemnify the Contractor for damages caused by the Contractor's own actions or negligence, or those of third parties.
5. Delete RFP Section 2, RFP SCHEDULE OF EVENTS, in its entirety and replace it with the Schedule that appears on the next page:

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (all dates are state business days)
1. State Issues RFP		12/1/03
2. Disability Accommodation Request Deadline		12/8/03
3. Notice of Intent to Propose Deadline		12/10/03
4. Written Comments Deadline		12/15/03
5. State Responds to Written Comments		12/22/03
6. Proposal Deadline	2:00 p.m.	1/12/04
7. State Completes Technical Proposal Evaluations		1/20/04
8. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	1/21/04
9. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	1/23/04
10. Contract Signing		2/6/04
11. Contract Signature Deadline		2/13/04
12. Contract Start Date		2/17/04